

BOROUGH OF BEACH HAVEN BOAT SLIP LEASE

SLIPS 1 THROUGH 4 INCLUSIVE

This lease entered into by and between the Borough of Beach Haven, a Municipal Corporation of the State of New Jersey, whose address is 300 Engleside Ave., Beach Haven, New Jersey 08008 and whose telephone number is 609-492-0111, as **LESSOR**;

AND

_____ whose
address _____ is

_____ and whose telephone number is _____, as **LESSEE** and is made under the following terms and conditions:

1. Lessor leases to Lessee and Lessee accepts from Lessor boat slip #_____ located on the southerly side of the northwesterly extension of Dock Road in the Borough of Beach Haven. The term of this lease shall commence upon the date of execution of the lease by both parties and shall terminate May 31st of the following year. The annual rent for this lease is \$_____, which has been paid in collected funds prior to the date of the execution of this lease.

2. Boat Slip No. _____, 12 feet wide and 22 feet long, will accommodate a vessel not to exceed 25 feet in length, measured from the furthest extension of the bow to the furthest extension of the stern or any extension thereof such as an outboard motor and occupancy shall be limited to vessels of that size. The sole vessel to be docked in the slip bears registration number _____. The slip may not be used for any purpose other than docking the aforementioned vessel. Any use other than recreational boats/jet skis is prohibited.

3. Tie Piling. The slip is equipped with two (2) tie piling. The Lessee is not permitted to make any attachments to the tie piling nor to the bulkhead, which abuts the extension of Dock Road without first making written application to the Department of Public Works of the Borough of Beach Haven setting forth in detail the exact additions, changes, modifications or attachments which are desired. No additions, changes, modifications or attachments shall be made unless and until written approval is received from the Department of Public Works of the Borough of Beach Haven.

4. Lessor's Access. Lessor and Lessor's agents will have the right, during normal business hours and upon reasonable advance notice, and without unreasonably interfering with Lessee, to enter the Premises: (a) to inspect the general condition and state of repair of the Premises, (b) to make repairs required or permitted under this Lease, and (c) for any other reasonable purpose.

5. Lessee Indemnity. To the extent allowed by State law, Lessee, its agents, employees, contractors, assigns, guests and invitees shall indemnify, defend, and hold the Lessor, its Council Members, officers, employees, attorneys, agents and assigns harmless from and against any and all claims, actions, liability, costs, expenses and damages of every kind and nature, including reasonable attorney's fees, arising from (i) the Lessee's use and occupancy of the Premises, (ii) any breach or default by the Lessee under the provisions of this Lease, or (iii) any act, omission, or negligence on or about the Premises by the Lessee, its agents, assigns, guests and invitees. In case of any action or proceeding brought against the Lessor by reason of such claim, the Lessee at Lessor's option, shall defend such action or proceeding by counsel reasonably satisfactory to Lessor.

6. Exemptions from Liability. Lessor shall not be liable for any damage or injury to the persons, business (or any loss of income), goods, inventory, furnishings, fixtures, equipment, merchandise or other property of Lessee, Lessee's invitees, or any other person in or about the Premises, whether the damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas or wind; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; or (c) conditions arising on or about the Premises, or from other sources or places. Lessor shall not be liable for any damage or injury even though the cause of or the means of repairing the damage or injury are not accessible to Lessee. Lessee assumes all risk arising from and out of the use by the Lessee of the leased slip and does hereby expressly covenant and agree to hold the Borough of Beach Haven harmless from any and all claims which might arise from the rental and use of the slip by the Lessee.

7. Lessee Assignment. Lessee shall not assign nor in any manner transfer this Lease or any interest therein, nor sublet the Premises or any part or parts thereof, nor permit occupancy by anyone other than Lessee, without the prior written consent and authority of the Lessor, which consent may be granted or withheld at the sole a subjective discretion of Lessor. Any attempt by Lessee to sublease the Boat Slip or to permit any individual other than Lessee to utilize the slip, without the prior written consent of the Lessor, shall cause this lease to become null and void and of no further force and effect and any further occupancy of the slip by the Lessee during the lease term shall be prohibited.

8. Leases on Multiple Slips Not Permitted. An individual, a firm or partnership owned in any part by said individual, a corporation or association in which said individual has

any ownership interest, and a corporation or association under the same or different names in which said individual has any ownership interest shall not be able to lease more than one (1) slip.

9. Insurance. Lessee shall: (i) be self-insured to the extent of; or (ii) shall procure and maintain throughout the Term hereof a policy or policies of insurance, at its sole cost and expense; insuring both Lessor and Lessee against all claims, demands or causes of action arising out of or in connection with Lessee's use of the Premises, the limits of such policy or policies to be in the amount not less than One Million Dollars (\$1,000,000.00.) in Watercraft Coverage Combined Single Limit for personal injuries to or death of any individual and in respect of property damaged or destroyed :

- a. Any combination of primary and umbrella/excess policies may be used to satisfy the limits.
- b. All coverages shall remain in effect for the life of the agreement.
- c. All insurance shall be procured from insurers permitted to do business in the State of New Jersey.
- d. At least thirty (30) days written notice of cancellation or non-renewal (10 days for non-payment) of any of the coverages shall be provided to the Borough of Beach Haven.
- e. All insurances must be applicable to and cover the operations/services described in this agreement.

. In the event of self-insurance a duly executed letter of self-insurance in the minimum limits and for the coverages required herein ("Self-Insurance Letter") shall be promptly delivered to Lessor at least ten (10) days prior to the Commencement Date. From time to time, Lessor may

require the execution and delivery by Lessee of a renewal Self-Insurance Letter, but may not do so more often than annually during the Term. In the event of a policy or policies of insurance, duly executed certificates of insurance shall be promptly delivered to Landlord at least ten (10) days prior to the Commencement Date, and renewals thereof as required shall be delivered to Lessor at least ten (10) days prior to the expiration of the respective policy terms. Lessee's insurance policy or policies shall require that reasonable advance notice be given Lessor (as an additional insured) of any modification or cancellation of said policy or policies.

10. Events of Default. The following events shall be deemed to be events of default by Lessee under this Agreement ("Event of Default"): (a) Lessee shall have failed to comply with any provision of this agreement and shall not cure such failure within ten (10) days after Lessor, by written notice, has informed Lessee of such noncompliance; or (b) Lessee abandons the Premises.

11. Notice of Default. In the Event of Default pursuant to Paragraph 10 above, Lessor may, by serving five (5) days written notice upon Lessee, terminate this Lease. If Lessor gives Lessee notice of Lessee's default and/or delivers to Lessee a Notice of Demand for Possession pursuant to the applicable statute (which shall hereinafter be referred to as a "Notice of Default"), the Notice of Default will not constitute an election to terminate the Lease unless Lessor expressly states in the Notice of Default that it is exercising its right to terminate the Lease.

12. Lessor's Right to Terminate. The Lessor shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the Lessee. If the Lessee fails to comply

with any provision of this Agreement, the Borough may demand possession of the slip and the annual rent shall not be returned to Lessee.

13. Notice. Any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, FedEx or other overnight messenger service, or by first class certified mail, postage prepaid, return receipt requested. A written notice shall be deemed to have been given to the recipient party on the earlier of (a) the date it is delivered to the address required by this Agreement; (b) the date delivered is refused at the address required by this Agreement; or (c) with respect to notices sent by mail, the date as of which the postal service indicates such notice to be undeliverable at the address required by this Agreement. Any and all notices referred to in this Agreement, or that either party desires to give to the other, shall be addressed as follows:

For the Lessor: Borough Clerk
 Borough of Beach Haven
 300 Engleside Ave.,
 Beach Haven, New Jersey 08008

For the Lessee:

Any party hereto may, by notice given hereunder, designate any further or different addresses to which subsequent notice or other communications shall be sent.

14. Miscellaneous.

(a) All obligations under this Lease will be performed and payable in the Borough of Beach, Haven County of Ocean, and State of New Jersey. The laws of the State of New Jersey will govern this Lease.

(b) Any changes or modifications of this Agreement must be in writing, and signed by the parties hereto. This Agreement supersedes any previous understandings or agreements between the parties relating to the Premises.

(c) Paragraph headings are for convenience only, and in no way define or limit the scope and content of this Agreement.

(d) No delay or failure by either party to enforce or exercise any rights or remedies hereunder shall constitute a waiver of such right or remedy, nor shall any single or partial exercise of a right or remedy preclude any other or further exercise of rights and remedies.

(e) This Agreement may be executed in multiple counterparts, and by use of counterpart signature pages, but all such counterparts shall constitute but one and the same agreement. Signature pages bearing facsimile signatures shall be effective for purposes of binding the parties to this Agreement.

(f) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided this paragraph shall not permit any assignment contrary to the provisions of this Agreement.

(g) In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

15. Execution. This lease is executed by the Clerk of the Borough of Beach Haven pursuant to a Resolution of the Governing Body of the Borough of Beach Haven accepting the above named Lessee as the successful bidder at the internet auction conducted for the leasing of

the Borough owned Boat Slips located on the southerly side of the northwesterly extension of Dock Road for the specified term.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and date herein above set forth.

LESSOR:

BOROUGH OF BEACH HAVEN

By: _____

Title: _____

Date of Execution:

LESSEE:

By: _____

Title: _____

Date of Execution: _____